

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA, Newport News Division

RIVERPOINT BUILDERS, INC.,
MELVIN PETERS CABINET SHOP, INC., and
PENINSULA LAND DEVELOPMENT, INC. t/a HOMEWORKS,

Plaintiffs,

v.

Civil No.: 4:10cv139

TINA CARRITHERS HOGGE,

Defendant.

ANSWER

The defendant, by counsel, for her Answer to the Complaint filed against her by the Plaintiffs, states as follows:

1. The Defendant admits the allegations of Paragraph 1 of the Complaint only in that she was employed by the Plaintiff, Riverpoint Builders, Inc., in August 2009 and denies the remainder of the allegations of said Paragraph 1.

2. The Defendant admits the allegations contained in Paragraphs 2, 3, 4, and 5 of the Complaint.

3. The Defendant admits the allegations of Paragraph 7 only in that she was not an authorized signatory on company checks or an owner of any assets or shares of the Plaintiffs. The remaining allegations of Paragraph 7 are denied.

4. The Defendant is without knowledge to admit or deny the allegations of Paragraph 9 (Paragraph 8 having been omitted in the Complaint).

5. The Defendant denies the allegations contained in Paragraphs 10 and 11 of the Complaint.

6. The Defendant is without knowledge to admit or deny the allegations contained in Paragraph 12 as to what was “known” by the Plaintiffs but denies the remainder of the allegations of said Paragraph 12.

7. The Defendant admits the allegations contained in Paragraph 13 while continuing to deny the allegations of theft as set forth previously.

8. The defendant admits the allegations contained in Paragraph 14 of the Complaint only in that she was terminated in October 2009. The remainder of the allegations contained in Paragraph 14 are denied.

9. The Defendant denies the allegations contained in Paragraphs 15, 16 and 17 of the Complaint.

10. The Defendant adapts and incorporates her responses to Paragraphs 1 thru 17 of the Complaint in response to Paragraph 18 of the Complaint, which incorporates by reference Paragraphs 1 thru 17.

11. Paragraph 19 of the Complaint states a legal conclusion and does not set forth any facts capable of being admitted or denied. The Defendant denies conversion of the Plaintiffs’ property.

12. The defendant denies the allegations contained in Paragraphs 20 and 21 of the Complaint.

13. The Defendant asserts that there has been an accord and satisfaction in this matter.

14. The Defendant asserts that the Plaintiffs have failed to mitigate their damages and any damages allegedly suffered are a result of their own action or inaction.

15. This Defendant asserts any and all other defenses which may be assigned at, or before, trial, or which may be justified by the evidence upon trial.

WHEREFORE, the Defendant prays that the Complaint exhibited against her be dismissed together with an award of costs and attorney's fees.

TINA CARRITHERS HOGGE

By: _____ /s/
Of Counsel

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CERTIFICATE

I hereby certify that on the 11th day of April, 2011, I will electronically file the foregoing with Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

Leonard A. Bennett, Esq.
12515 Warwick Boulevard, Suite 100
Newport News, VA 23606

/s/
Eugene R. Desaulniers, II

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